

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL, et
al.,

Plaintiffs,

v.

EXXON MOBIL CORPORATION, et al.,

Defendants.

No. 2:21-cv-01739-DJC-JDP

ORDER

This action is one of two Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") enforcement actions in this Court filed by the California Department of Toxic Substances Control ("DTSC") and the Toxic Substances Control Account ("TSCA")¹ related to former landfill and hazardous waste sites managed by the IT Environmental Liquidating Trust ("ITELT").² Before the Court

¹ Plaintiff TSCA is an account within the State of California General Fund that may be used by the DTSC to fund response costs. (Pl's Mot. at 2.) Plaintiff TSCA must be a party to this action under California law, even though Plaintiff DTSC appears to be the main plaintiff in this action. (*Id.*) Plaintiff DTSC and Plaintiff TSCA will be jointly referred to as "Plaintiffs" for purposes of this order.

² The ITEL was established to oversee the long-term post-closure operation and maintenance of several landfill sites following the bankruptcy of IT Corporation, the former owner and operator of these facilities. (Second Am. Compl. (ECF No. 84) ¶ 75.) The other CERCLA suit filed by the Plaintiffs and pending before this Court is *California Department of Toxic Substances Control v. Chevron Oronite Company, LLC, et al.*, No. 2:21-cv-01737-DJC-JDP. Plaintiffs have filed a Motion for Approval and Entry of Consent Decree in that action as well. This order and an order in the other ITEL case will be issued

1 is a Motion for Approval and Entry of a Consent Decree entered into by DTSC and
2 named Defendants who disposed of hazardous waste at a landfill located in Benicia,
3 California. After a careful review, the Court finds that the Consent Decree is fair and
4 reasonable, and GRANTS DTSC's Motion for Approval and Entry.

5 **I. Background**

6 **A. Factual Background**

7 Plaintiffs filed this action seeking declaratory relief and the recovery of
8 "response costs" under 42 U.S.C. § 9607(a) of CERCLA in connection with the prior
9 and potential future releases of hazardous substances at the Panoche Facility. (Pl's
10 Mot. (ECF No. 91) at 1.) The Panoche Facility is a "former hazardous waste and solid
11 waste landfill" located in Benicia, California. (*Id.* at 2-3.) The Panoche Facility
12 "managed and disposed of" hazardous waste between at least 1968 to 1986. (*Id.* at
13 3.) Plaintiffs claim the 56 Defendants to this action and their affiliates disposed of
14 hazardous waste at the Panoche Facility. (*Id.*) Plaintiffs claim that the management of
15 the hazardous waste at this location "resulted in releases of hazardous substances that
16 are present in the soil, soil vapor, and groundwater at the [Panoche] Facility." (*Id.*) A
17 certification of the Panoche Facility's closure was accepted by the DTSC on March 27,
18 2003. (*Id.*)

19 Until May 1, 2004, the Panoche Facility was operated by the IT Corporation. (*Id.*
20 at 3.) After the IT Corporation underwent bankruptcy, the ITELT was created to act as
21 operator of the Panoche Facility and provide ongoing oversight of the post-closure
22 operations and maintenance. (*Id.*) ITELT's post-closure responsibilities included
23 "routine inspections, maintenance and compliance activities, recovery and
24 management of groundwater, leachate, and soil vapor, long-term groundwater,
25 leachate and soil vapor monitoring, soil vapor and water quality sampling and
26 reporting, and response to potential and immediate threats, newly identified releases,

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simultaneously.

1 and emergency contingencies such as floods, fires, and earthquakes.” (*Id.* at 4-5.)
2 ITEL was also required to provide adequate financial assurances for these
3 operations. (*Id.*)

4 On February 29, 2016, Plaintiff DTSC issued a “summary of violations” to ITEL
5 “stat[ing], among other things, that the Facility was in violation of the financial
6 assurance requirements because ITEL’s financial assurance was underfunded and
7 less than the total post-closure cost estimate.” (*Id.* at 4.) ITEL responded by
8 informing DTSC that it did not have assets or mechanisms to get those assets to meet
9 the financial assurance requirements. (*Id.*) Plaintiff DTSC determined that ITEL’s
10 inability to meet these requirements would prevent “(a) actions ensuring the
11 protectiveness of the landfill covers, (b) collection and treatment of groundwater and
12 leachate, and (c) monitoring of the surrounding environment for impacts from
13 hazardous waste and solid waste left in place at the [Panoche] Facility[,]” and informed
14 ITEL and parties who had previously disposed of waste at the Panoche Facility
15 (including Defendants) “that termination of [post-closure] activities would pose an
16 imminent and substantial endangerment to human health, the public, and the
17 environment.” (*Id.*) Plaintiff DTSC then engaged in response actions that, as of
18 December 31, 2022, allegedly cost DTSC \$1,138,644.91. (*Id.* at 5.)

19 In filing this action Plaintiffs seeks past costs for Plaintiff DTSC’s response at the
20 Panoche Facility as well as a declaratory judgment that Defendants are liable³ for
21 future costs Plaintiff DTSC will incur addressing the release of or threatened release of
22 hazardous waste. (*Id.* at 6.) Pursuant to a settlement between the parties, Plaintiffs
23 now request the Court approve and enter the Proposed Consent Decree previously
24 lodged with the Court. (Proposed Consent Decree (ECF No. 85-1).) The Defendants
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27 ³ Under CERCLA, parties that are responsible for disposing of hazardous waste are generally jointly and
28 severally liable for the costs associated with the management of that waste. *Arizona v. City of Tucson*,
761 F.3d 1005, 1011 (9th Cir. 2014).

1 jointly do not oppose the present motion (Notice of Pl's Mot (ECF No. 91) at 3-4) and
2 are signatories to the Proposed Consent Decree (Pl's Mot. at 1 n.1).

3 **B. Proposed Consent Decree**

4 The Proposed Consent Decree has been agreed to and signed by all parties.
5 (See Proposed Consent Decree at 40-96.) For purposes of the Consent Decree, DTSC
6 estimated that the cost of post-closure activities will amount to \$151,676,518 over the
7 next 500 years. (Pl's Mot. at 5.) Under the terms of the agreement, the "Settling
8 Defendants" are split into two groups: the Participating Parties and the Cashout
9 Parties, each with a different set of obligations. (Proposed Consent Decree at 9, 14.)

10 The Participating Parties will be required to establish a Qualified Settlement
11 Fund ("QSF") which shall be responsible for funding the future costs of operating the
12 Panoche Facility. (*Id.* at 9.) A Non-Qualified Settlement Fund ("Non-QSF") will also be
13 established by the Participating Parties. (Qualified Settlement Fund Agreement (ECF
14 No. 85-1, App. B) at 2-3.) Where the QSF is intended to hold settlement funds
15 required by the Proposed Consent Decree, the Non-QSF is designated "to hold and
16 disburse any Settlement Funds received in connection with the Consent Decree that
17 cannot be placed into the QSF, including, but not limited to, revenue generated at the
18 Facility if applicable, together with any investment returns on such Non-QSF funds."
19 (*Id.*) The QSF and Non-QSF will provide a continual source of funding for the ongoing
20 operation of the Panoche Facility. (Pl's Mot. at 9-10.) The principal of the QSF –
21 \$8,197,543 – will remain constant over the duration of the consent decree and any
22 return on the investment of the principal funds will be used to pay the annual
23 expenses of the Panoche Facility. (Pl's Mot. at 8-9.)

24 The Participating Parties, which have collectively contributed the plurality of the
25 waste, will be required to make an initial payment into the QSF of \$2,000,000.
26 (Proposed Consent Decree at 11.) The Participating Parties will also be responsible
27 for making additional payments into the QSF "in the following circumstances: (1) if the
28 amount of the non-principal in the QSF plus the cumulative net return on investment is

1 less than the annual expenses budgeted for the Facility for the upcoming fiscal year;
2 (2) if unanticipated expenses or contingencies occur and available amounts in the QSF
3 or Non-QSF are insufficient to pay such costs; (3) if principal was used to pay for
4 contingencies in the prior fiscal year; or (4) if the amount of principal is less than the
5 cumulative amount of the settlement funds over a five year period.” (Pl’s Mot. at 9; see
6 Proposed Consent Decree at 12–13.) The Participating Parties will also be required to
7 pay “no less than \$407,591.00” of Plaintiff DTSC’s past response costs as well as any
8 future response costs incurred by Plaintiff DTSC that are “(a) associated with any work
9 takeover initiated by DTSC, (b) incurred to address alleged noncompliance with the
10 Consent Decree, or (c) incurred in connection with the pursuit of non-settling
11 potentially responsible parties.” (Pl’s Mot. at 10; Proposed Consent Decree at 13–14.)
12 Finally, the Proposed Consent Decree imposes a number of ongoing obligations on
13 the Participating Parties including “to (1) assure a facility operator is in place to
14 perform the Facility work, (2) demonstrate adequate and available funding for the
15 financial assurance required by California Code of Regulations title 22, § 66264.145 or
16 any then-existing regulations (i) no later than one-hundred- twenty days after the
17 Consent Decree effective date, and (ii) when the financial assurance amount is
18 reevaluated by DTSC, and (3) assure that an appropriate settlement funds manager is
19 in place to manage and administer the QSF and Non-QSF.” (Pl’s Mot. at 10–11;
20 Proposed Consent Decree at 10–11.)

21 The Cashout Parties’ obligations are comparatively simple: based on a
22 “Cashout Schedule” set by the Proposed Consent Decree, each of the Cashout Parties
23 will pay an amount into the QSF. (Proposed Consent Decree at 14; see Payment
24 Calculation of Cashout Parties (ECF No. 85-1, App. C-1) at 1.) The total amount to be
25 paid into the QSF by the Cashout Parties will be \$102,881,027. (Pl’s Mot. at 11.)

26 After agreeing to the terms of the Consent Decree, DTSC invited public opinion
27 by publishing a notice of Proposed Consent Decree on its website and in multiple
28 newspapers, and making the complete Proposed Consent Decree available to the

1 public "at the DTSC Regional Center File Room in Sacramento, California and on
2 DTSC's online EnviroStor database." (*Id.* at 13-14.) DTSC has received no comments,
3 much less any opposition, from any member of the public or any other potentially
4 responsible party. (*Id.*)

5 Plaintiffs now move the Court for approval and entry of the Proposed Consent
6 Decree. (Pl's Mot.) None of the Defendants have opposed the Motion. At the Court's
7 request, the Parties filed a supplemental brief providing more information about the
8 financial commitment and financial risks the Participating Parties would be assuming.
9 (See Supplemental Brief (ECF No. 95).) The matter was submitted without oral
10 argument pursuant to Local Rule 230(g).

11 **II. Legal Standard**

12 "In order to approve a CERCLA consent decree, a district court must conclude
13 that the agreement is procedurally and substantively 'fair, reasonable, and consistent
14 with CERCLA's objectives.'" *Arizona v. City of Tucson*, 761 F.3d 1005, 1011-12 (9th
15 Cir.2014) (quoting *United States v. Montrose Chem. Corp. of Cal.*, 50 F.3d 741, 748
16 (9th Cir.1995)). Once a consent decree is entered, the settling parties are protected
17 from contribution claims from non-settling parties. *United States v. Aerojet Gen. Corp.*,
18 606 F.3d 1142, 1147 (9th Cir. 2010); 42 U.S.C. § 9613. Thus, a district court has an
19 "obligation to independently scrutinize the terms of [the agreement]," *Montrose*, 50
20 F.3d at 748, and "gauge the adequacy of settlement amounts to be paid by settling
21 [parties]." *Arizona*, 761, F.3d at 1012 (quoting *States v. Charter Int'l Oil Co.*, 83 F.3d
22 510, 515 (1st Cir. 1996)). While federal agencies are afforded significant deference, a
23 court may only grant "some deference" to a state agency's expertise as to the
24 environmental issues. *Id.* at 1014-15. A state agency is not entitled to any deference
25 as to its interpretation of federal law or its finding that the consent decree is fair and
26 reasonable. *Id.*

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III. Discussion

A. Procedural Fairness

"To measure procedural fairness, a court should ordinarily look to the negotiation process and attempt to gauge its candor, openness, and bargaining balance." *United States v. Cannons Eng'g Corp.*, 899 F.2d 79, 86 (1st Cir. 1990); accord *California Dep't of Toxic Substances Control v. Allen's Formal Wear, Inc.*, No. CV-13-5069-GHK-JCG, 2016 WL 5936888, at *2 (C.D. Cal. Aug. 12, 2016); *Ariz. ex rel. Woods v. Nucor Corp.*, 825 F. Supp. 1452, 1456 (D. Ariz. 1992). The court may consider whether the settling parties contributed the bulk of the waste, the opportunity of the parties to participate in arm's length negotiations, whether the parties were represented by counsel, and whether any of the defendants, including non-settling defendants, objected to the consent decree. See *Dep't of Toxic Substance Control v. Technichem, Inc.*, No. 12-cv-5845-CRB, 2013 WL 3856386, at *3 (N.D. Cal. July 24, 2013); *California Dep't of Toxic Substances Control v. Jim Dobbas, Inc.*, No. 2:14-595-WBS-EFB, 2015 WL 7188230, at *2 (E.D. Cal. Nov. 16, 2015); *United States v. Andruss Fam. Tr.*, No. 07-cv-6873-ABC-RC, 2011 WL 1334391, at *2 (C.D. Cal. Apr. 7, 2011); *California Dep't of Toxic Substances Control v. Allen's Formal Wear, Inc.*, No. 13-cv-5069-GHK-JCG, 2016 WL 5936888, at *2 (C.D. Cal. Aug. 12, 2016). Where the decree results from "'good faith, arms-length negotiations,' it is 'presumptively valid and [an] objecting party has a heavy burden of demonstrating the decree in unreasonable.'" See *Technichem, Inc.*, 2013 WL 3856386, at *2 (citing *United States v. Oregon*, 913 F.2d 576, 581 (9th Cir. 1990)).

Here, the Proposed Consent Decree appears procedurally fair. Plaintiffs and all 56 Defendants agreed and are signatories to the Proposed Consent Decree. (Pl's. Mot at 1.) All parties are represented by experienced counsel.⁴ Negotiations

⁴ Plaintiff DTSC is experienced at litigating CERCLA claims and negotiating settlements in such cases. See e.g., *California Department of Toxic Substances Control v. NL Industries Inc.*, No. 2:20-cv-11293-SVW-JPR, 2023 WL 6194098 (C.D. Cal. Aug 18, 2023); *California Department of Toxic Substances Control v. Allen's Formal Wear, Inc.*, No. 13-cv-5069-GHK, 2016 WL 5936888 (C.D. Cal. Aug. 12, 2016).

1 between the parties purportedly lasted years and were conducted at arm's length. (*Id.*
 2 at 15.) Moreover, Plaintiffs also took active steps to ensure the procedural fairness of
 3 the Proposed Consent Decree to non-parties and the general public by publishing a
 4 notice about the Proposed Consent Decree "in the California Regulatory Notice
 5 Register and in three different newspapers." (*Id.*; see Pl's Ex. A (ECF No. 91-2); Pl's Ex.
 6 B (ECF No. 91-3); Pl's Ex. C (ECF No. 91-4); Pl's Ex. D (ECF No. 91-5).) These postings
 7 all invited comment on the Proposed Consent Decree but Plaintiffs did not receive any
 8 comments. (Pl's Mot. at 15.) Similarly, none of the parties to this action have objected
 9 to the Proposed Consent Decree, in part or in full. Therefore, the Proposed Consent
 10 Decree appears to have involved good faith, arms-length negotiations that resulted in
 11 a procedurally fair agreement. See *Technichem, Inc.*, 2013 WL 3856386, at *2.

12 **B. Substantive Fairness and Reasonableness**

13 To determine whether the terms of a consent decree are substantively fair and
 14 reasonable, the court must assess how the total costs are apportioned among the
 15 defendants while considering other factors like litigation risk and time saving. See
 16 *Montrose*, 50 F.3d at 747 ("'fair' and 'reasonable' are, by their very nature, comparative
 17 terms."). However, apportionment does not necessarily need to be exactly
 18 proportional to fault. *United States v. Coeur d'Alenes Co.*, 767 F.3d 873, 877 (9th Cir.
 19 2014) ("[T]he potential for disproportionate liability is an integral and purposeful
 20 component of CERCLA"). The Court's role is not to determine "whether the settlement
 21 is one which the court itself might have fashioned, or considers as ideal. . . ." *Cannons*,
 22 899 F.2d at 84. The apportionment must only be fair and reasonable in light of the
 23 specific circumstances and be "roughly correlated with[] some acceptable measure of
 24 comparative fault." *Id.* at 87; *Coeur d'Alenes Co.*, 767 F.3d at 877. For example, it
 25 may be fair and reasonable for an earlier settler to receive more favorable terms,
 26 including a disproportionate share of liability, in order to encourage settlement and

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 28 The 56 named Defendants include numerous large corporate entities that are individually represented by experienced attorneys and firms.

1 avoid litigation costs. Because a later settler or non-settler would continue to be
2 jointly and severally liable for the remaining costs, such a scheme would not be unfair
3 or unreasonable to the state. *Cannons*, 899 F.2d at 92.

4 Here, the Proposed Consent Decree appears to establish a substantively fair
5 and reasonable apportionment of costs and liability, taking into account the trade-offs
6 and risks undertaken by both the Participating Parties and the Cashout Parties. Under
7 the Proposed Consent Decree, the Cashout Parties will pay \$102,881,027 into the
8 QSF. (See Pl.'s Mot. at 11.) Based on the past costs and Plaintiffs estimate of the
9 ongoing costs associated with the Panoche Facility, the Cashout Parties will be
10 contributing about 67.32% of the estimated future operation costs. (See *id.* at 16.)
11 Plaintiffs estimate that the Cashout Parties contributed 34.57% of the total tonnage
12 disposed at the Panoche Facility. (*Id.*) The Cashout Parties have agreed to pay a
13 premium in exchange for a full release from liability and finality. (See *id.*; Proposed
14 Consent Decree at 23.) Unlike the Participating Parties, the Cashout parties are not
15 assuming the risk for future response costs. The Cashout Parties' proportional share
16 of the DTSC response costs, without a premium, is also factored into the total amount
17 each party will pay. (Pl's Mot. at 11.)

18 By contrast, the remaining Participating Parties are estimated to have
19 contributed 36.96% of the total tonnage disposed at the Panoche Facility. (*Id.* at 16-
20 17.) While, based on Plaintiffs' 500-year estimate, the Participating Parties are
21 expected to contribute less than the Cashout Parties, the Participating Parties will be
22 required to make an initial \$2,000,000 contribution to the QSF and will be required to
23 make significant ongoing commitments. (*Id.*) This includes continuing joint and
24 several liability for funding the Panoche Facility's ongoing operations including any
25 differences from the current estimated costs, "payments to effectively keep the QSF
26 principal at its current value for the duration of the consent decree[,]" establishing the
27 QSF and non-QSF, ensuring the Panoche Facility has a facility operator, "assure the
28 availability of adequate funding to meet financial assurance requirements[,]" and

1 selection and authorization of the Settlement Funds Manager in charge of managing
2 and administering the QSF and non-QSF. (*Id.* at 25.) Specifically, Plaintiffs estimate
3 that the annual facility costs will be roughly \$1,181,817 and that the return on
4 investment from the QSF will only account for an estimated \$799,014.⁵ (Pl's Suppl. Br.
5 (ECF No. 95) at 5.) The Participating Parties are thus expected to contribute an
6 estimated \$382,803 or 32% of yearly costs to account for this shortfall. (*Id.* at 5.)

7 While based on the estimates, the Participating Parties are expected to pay only
8 approximately 32% of the future costs despite contributing more tonnage than the
9 Cashout Parties, this is, as noted by Plaintiffs, "roughly correlated to the Participating
10 Parties' collective 36.96% contribution of the total tonnage disposed of at the
11 [Panoche] Facility." (*Id.* at 5-6.) The reduction in contribution is also accounted for
12 based on the ongoing and open-ended financial responsibilities of the Participating
13 Parties as well as the liabilities the Participating Parties undertake via the Proposed
14 Consent Decree. Parties who assume open-ended financial and legal risks may often
15 entitled to a discount whereas those who assume no ongoing responsibilities may be
16 required to pay a premium. See *Cannons*, 899 F.2d at 88 ("Common sense suggests
17 that a [participating party's] assumption of open-ended risks may merit a discount on
18 comparative fault, while obtaining a complete release from uncertain future liability
19 may call for a premium." (citations omitted)). Such is the case here, where the
20 discount for Participating Parties and related premium for Cashout Parties is relatively
21 modest.

22 As one example of the ongoing responsibilities and financial risks faced by the
23 Participating Parties, Plaintiff's note that none of the costs estimates include costs for
24 "contingencies" such as natural disasters or "new releases of contaminants" from the
25 Panoche Facility. (Pl's Suppl. Br. at 6-7.) These are costs that would be wholly taken
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27 ⁵ As noted by Plaintiff, these costs and returns are subject to the effects of inflation and/or deflation.
28 (Pl's Suppl. Br. at 9-10.) Plaintiff appears to have accounted for these effects to whatever degree
possible but these numbers remain estimates and the actual costs and returns may differ.

on by the Participating Parties under the Proposed Consent Decree. (*Id.*) Plaintiffs also note that costs that are considered “expenses” including the cost to administer the QSF, “costs to acquire financial assurance mechanisms,” and more, are also not included in the settlement cost estimates. (*Id.* at 6.) If the settlement funds are unable to pay for these expenses, the Participating Parties would also be expected to bear those costs. (*Id.*)

In addition, the Participating Parties will reimburse nearly half of past response costs incurred by DTSC, collectively \$407,591.00. (Pl’s Mot. at 10.) Although DTSC will not be recovering the full costs, it is reasonable and fair for DTSC to settle for a lower amount in order to avoid litigation costs and save time and resources. Moreover, DTSC may in the future collect the balance of response costs from the remaining waste contributors who are not parties to this agreement. (*Id.* at 12 –13.) Any non-settling party will be afforded similar settlement terms as the Cashout Parties, making the agreement fair to non-settling parties as well. Importantly, if adopted, the Proposed Consent Decree will obviate the need for future DTSC response actions and future litigation over this Facility.

Given the above, the Proposed Consent Decree appears substantively fair and reasonable based on the apportionment of the costs to the parties and the rough correlation of those costs to the comparative fault of the parties.

C. Consistency with CERCLA Objectives

The objectives of CERCLA are to (1) “ensure the prompt and effective cleanup of waste disposal sites,” (2) “assure that parties responsible for hazardous substances [bear] the cost of remedying the conditions they created,” and (3) “foster settlement through its system of incentives and without unnecessarily further complicating already complicated litigation.” *Chubb Custom Ins. Co. v. Space Sys./Loral, Inc.*, 710 F.3d 946, 968, 971 (9th Cir. 2013).

The Proposed Consent Decree satisfies the objectives of CERCLA. The agreement would create a fund to ensure the ongoing operation of the Panoche

1 Facility and ensure that funds are readily available for prompt response to any
2 releases or threatened releases from the Facility moving forward. (Proposed Consent
3 Decree at 11.) It also places clear responsibility for guaranteeing the operations of the
4 Panoche facility with the Participating Parties so as to ensure that these efforts do not
5 lapse. (*Id.* at 10-14.)

6 The Proposed Consent Decree also ensures contribution from all of the
7 Defendants and that such contribution will fully satisfy the costs of remedying the
8 conditions at the Panoche Facility. (Pl's Mot. at 8-11.) The Cashout Parties will make
9 significant financial contributions to this account, and the Participating Parties, which
10 have contributed the majority of the waste, will ensure the account is replenished and
11 cover future operation costs. (*Id.* at 9, 11.) If DTSC undertakes any future response
12 actions, it will be reimbursed through the QSF. (*Id.* at 9-10.) As discussed above, the
13 apportionment of those costs roughly correlates to the comparative fault of the
14 parties.

15 While the DTSC may not be fully reimbursed for past costs under the
16 agreement as this depends on the funds available in the QSF and non-QSF, the
17 agreement does provide that the DTSC will receive some reimbursement for those
18 past costs and ensures that any future costs will be funded by the parties. The
19 Proposed Consent Decree also helps the parties to avoid complicated litigation that
20 would be undoubtedly lengthy and costly given the 57 parties, along with their
21 affiliates, that are involved in this action. In addition, as part of the Consent Decree,
22 the Defendants have agreed to dismiss a writ action filed against the DTSC for other
23 administrative actions related to the Facility. (*Id.* at 6-7.) The objectives of CERCLA
24 are satisfied by the entry of a consent decree, signed and agreed to by all parties, that
25 resolves this action without the need for further complex litigation.

26 Accordingly, approval of the Proposed Consent Decree satisfies the objectives
27 of CERCLA. *See Chubb Custom Ins. Co.*, 710 F.3d at 968, 971.

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IV. Conclusion

For the above reasons, IT IS HEREBY ORDERED that Plaintiffs' Motion for Approval and Entry of Consent Decree (ECF No.) is GRANTED and the Consent Decree is APPROVED.

IT IS SO ORDERED.

Dated: **February 14, 2024**


Hon. Daniel J. Calabretta
UNITED STATES DISTRICT JUDGE

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